

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION**

ROGER REEVES,)	
)	
Plaintiff,)	Civil Action No.
)	1:07CV616-MHT
)	
v.)	
)	
DSI SECURITY SERVICES <i>et al.</i> ,)	
)	
Defendants.)	
_____)	

DEFENDANT DSI SECURITY SERVICES, INC.’S
MOTION FOR SUMMARY JUDGMENT AND SUPPORTING BRIEF

Defendant DSI Security Services, Inc. (“DSI”) moves the Court, pursuant to Fed. R. Civ. P. 56, for judgment as a matter of law on plaintiff Roger Reeves’s (“plaintiff”) claims. There are no material issues of undisputed fact and DSI is entitled to summary judgment on all claims asserted against it. In support of its Motion, defendant submits the following:

- a. Declaration of Eddie Sorrells; and
- b. Supporting Brief

MOTION

Plaintiff asserts only two claims against defendant DSI: (1) that DSI discriminatorily denied him a pay increase by failing to negotiate a contractual increase with American Buildings in a “fair and impartial” manner; and (2) that DSI discriminated against him by walking out of the room with the mediator after the mediator remarked “This cat does not know what he is doing. Let’s get out of here” during EEOC mediation (Complaint, at p. 4 (Attachment)). With respect to the first claim, plaintiff cannot establish a *prima facie* case because he cannot demonstrate that he was treated less favorably because of his race or religion. Plaintiff’s second claim against DSI – that the Company walked out of EEOC mediation at the behest of the mediator – fails because it does not amount to an adverse employment action. Assuming the DSI representative left as alleged, plaintiff cannot show that he experienced any form of substantial, tangible employment action as a result. Accordingly, this claim must be dismissed as a matter of law.

SUPPORTING BRIEF

A. Background Facts

1. DSI provides contract security services to a variety of industries and businesses throughout the eastern and southern United States (Sorrells Declaration ¶ 1).

2. One of DSI's clients is American Buildings, who operate a metal building fabrication plant in Eufala, Alabama (Sorrells Declaration ¶ 2).

3. Plaintiff was hired as a security officer by DSI in 2002 and is assigned to the American Buildings plant in Eufala (Sorrells Declaration ¶ 3).

4. On July 2, 2007, plaintiff filed his judicial Complaint, asserting claims of race and religious discrimination under Title VII of the Civil Rights Act of 1964 and naming DSI Security Services, American Buildings and the EEOC as defendants.

5. Plaintiff identifies Alan Wood, a DSI Operations Manager, John Howard, plant manager for American Buildings in Eufala, and mediators James Lee and Debra Leo of the EEOC as the individuals who discriminated against him (Complaint ¶¶ 7 & 9; Sorrells Declaration ¶ 4).

6. With respect to DSI, plaintiff asserts that "Alan Wood and DSI used deceptive[,] collusive discriminatory actions when they did not perform a contractual obligation. They said they were negotiating and going to sign a contract and they were not doing either." Id. ¶ 9. In a statement attached to his Complaint, plaintiff adds:

Alan Wood and DSI used deceptive, collusive, and discriminatory actions when they did not perform a contractual obligation. DSI used collusive and discriminatory action when they left the room with Mr. James Lee the EEOC Negotiator when he made the statement that "This cat does not know what he is doing." "Let's get out of here." Alan Wood[] and DSI told me it was a three year contract when I started working and times after then. At the end of three years they said they were negotiating John

Howard but they were not. It was later found that the Contract was negotiated every year. They were using fraudulent tactics to not give a raise. They told me in 2006 that were going to sign a Contract around [M]emorial Day but they were not truthful. Because of their collusive and discriminatory acts my Civil Rights were violated and I was deprive[d] of the right to a fair and impartial negotiation session[] and wages promised. DSI submitted a [d]ocument temming [sic] with [l]ies to [the] EEOC. Alan Wood[] told me they were negotiating from February 28, 2005 to September 2005. I got tired of calling him and tried again in 2006. He repeated the same action and in 2006 I file[d] a charge in July.

(Complaint p. 4 (Attachment)) (emphasis in original).

8. In accordance with DSI's initial contract with American Buildings, all security officers assigned to the Eufala plant were paid \$6.00 per hour (Sorrells Declaration ¶ 5; Exh. 1 to Sorrells Declaration).

9. In December 2006, DSI negotiated a new rate with American Buildings and the hourly rate for all DSI security officers assigned to the Eufala plant was increased to \$6.50 per hour (Sorrells Declaration ¶ 6).

B. Legal Standards

1. Summary Judgment Standard

The legal standard for summary judgment is well settled and well-known to the court. Summary judgment is appropriate only if this Court finds that there exists no genuine issue of material fact and that the moving party is entitled to a judgment as a matter of law. Fed. R. Civ. P. 56(c). Anderson v. Liberty Lobby, Inc., 477 U.S. 242,

249 (1986); Celotex Corp. v. Catrett, 477 U.S. 317, 322 (1986); Turnes v. AmSouth Bank, N.A., 36 F.3d 1057, 1061 (11th Cir. 1994).

The movant's initial burden is to "show the district court, by reference to materials on file, that there are no genuine issues of material fact that should be decided at trial." Clark v. Coats & Clark, Inc., 929 F.2d 604, 608 (11th Cir. 1991). When the burden of proof at trial belongs to the nonmovant, as is the case here, the moving party need not "support its motion with affidavits or other similar material negating the opponent's claim," Celotex, 477 U.S. at 323, but nevertheless "may support its motion for summary judgment with affirmative evidence demonstrating that the nonmoving party will be unable to prove its case at trial." Id. at 331.

Once the moving party meets its burden, the nonmoving party must then "demonstrate that there is indeed a material issue of fact that precludes summary judgment." Clark, 929 F.2d at 608. While the Court will resolve all doubts as to whether the non-movant has met its burden against the moving party, Rollins v. TechSouth, Inc., 833 F.2d 1525, 1528 (11th Cir. 1987), neither "[m]ere general allegations which do not reveal detailed and precise facts," Resolution Trust Corp. v. Dunmar Corp., 43 F.3d 587, 592 (11th Cir.), cert. denied, 516 U.S. 817 (1995), merely colorable evidence, see Brown v. City of Clewiston, 848 F.2d 1534, 1537 (11th Cir. 1988), conclusory statements, see Peppers v. Coates, 887 F.2d 1493, 1498 (11th Cir. 1989), nor conjecture will create a genuine issue of material fact. Furthermore, while

“claims of employment discrimination . . . present fact-intensive issues[,] . . . motions for summary judgment or judgment as a matter of law are appropriate to ‘police the baseline’” for such claims. Mendoza v. Borden, Inc., 195 F.3d 1238, 1244 (11th Cir. 1999) (quoting Indest v. Freeman Decorating, Inc., 164 F.3d 258, 264 n.8 (5th Cir. 1999)); see also Chapman v. AI Transport, 229 F.3d 1012, 1025 (11th Cir. 2000) (en banc) (holding that no special standard exists with respect to summary judgment in employment discrimination cases).

2. Title VII Standards

Plaintiff does not contend that he has direct or statistical evidence demonstrating that he was the victim of race or religious discrimination. Thus, he must rely on the McDonnell-Douglas/Burdine, circumstantial-evidence approach. Under this approach, a plaintiff must first establish a *prima facie* case. Generally speaking, to establish a *prima facie* case of race- or religious-based disparate treatment discrimination, a plaintiff must demonstrate that (1) he is in a protected class; (2) he was qualified to perform his job; (3) he was subjected to an adverse employment action; and (4) some evidence creating an inference of race or religious discrimination. Knight v. Baptist Hosp. of Miami, Inc., 330 F.3d 1313, 1316 (11th Cir. 2003). A common method of establishing the fourth prong of the *prima facie* case is by demonstrating that a similarly-situated employee outside of the protected class was treated more favorably. Id. If a plaintiff establishes his *prima facie* case, then the employer must articulate a

legitimate, nondiscriminatory reason for its decision or actions. Lee v. GTE Florida, Inc., 226 F.3d 1249, 1253 (11th Cir. 2000). To ultimately prevail, the plaintiff must then show that the employer's articulated reason was false and that the real reason for the employer's action or decision was the plaintiff's race (or religion). Id.; St. Mary's Honor Ctr. V. Hicks, 509 U.S. 502, 515, 519 (1993).

"To prove an adverse employment action in a case under Title VII's anti-discrimination clause, an employee must show a serious and material change in the terms, conditions, or privileges of employment." Davis v. Town of Lake Park, 245 F.3d 1232, 1239 (11th Cir. 2001). The mere fact that an employee disagrees with his employer's actions or finds them less appealing than some other alternative is immaterial. "[T]he employee's subjective view of the significance and adversity of the employer's action is not controlling; the employment action must be materially adverse as viewed by a reasonable person in the circumstances." Id.; Johnson v. Cambridge Indus., Inc., 325 F.3d 892, 901 (7th Cir. 2003) ("At the very least, [plaintiff] must show some quantitative or qualitative change in the terms or conditions of his employment that is more than a mere subjective preference."). Although an employer's action need not necessarily be an "ultimate" employment decision, such as failure to hire, discharge, or failure to promote, it must "meet some threshold level of substantiality." Stavropoulos v. Firestone, 361 F.3d 610, 616-17 (11th Cir. 2004). "An action which, it turns out, had no effect on an employee is not an 'adverse' action." Id. at 617 (citation

omitted).

C. Argument

Plaintiff asserts only two claims against defendant DSI: (1) that DSI discriminatorily denied him a pay increase by failing to negotiate a contractual increase with American Buildings in a “fair and impartial” manner; and (2) that DSI discriminated against him by walking out of the room with the mediator after the mediator remarked “This cat does not know what he is doing. Let’s get out of here” during EEOC mediation (Complaint, at p. 4 (Attachment)).¹ With respect to the first claim, plaintiff cannot establish a *prima facie* case because he cannot demonstrate that he was treated less favorably because of his race or religion. On the contrary, plaintiff was paid the same amount that every other security officer was paid under the contract between DSI and American Buildings. To the extent that DSI “failed” to negotiate a pay increase with American Buildings, that failure affected every security officer assigned to the plant equally, regardless of race or religion. When DSI and American Buildings *did* agree on a rate increase in December 2006, from \$6.00 per hour to \$6.50 per hour, every security officer at the plant received the same increase (Sorrells Declaration ¶ 6). In fact, plaintiff does not claim that white security officers or that

¹ Plaintiff asserts a hostile work environment claim but identifies only American Buildings as having engaged in this conduct (Complaint ¶ 9 & p. 4 (Attachment)).

security officers of differing religions were paid more² or otherwise treated more favorably. Because he cannot establish a *prima facie* case, his denial-of-a-raise claim is due to be dismissed as a matter of law.

Plaintiff's second claim against DSI – that the Company walked out of EEOC mediation at the behest of the mediator – fails because it does not amount to an adverse employment action. Assuming the DSI representative left as alleged, plaintiff cannot show that he experienced any form of substantial, tangible employment action as a result. “An action which, it turns out, had no effect on an employee is not an ‘adverse’ action.” Stavropoulos v. Firestone, 361 F.3d 610, 617 (11th Cir. 2004). The fact that plaintiff may have been upset or disappointed that DSI left mediation is irrelevant. “[T]he employee’s subjective view of the significance and adversity of the employer’s action is not controlling; the employment action must be materially adverse as viewed by a reasonable person in the circumstances.” Davis v. Town of Lake Park, 245 F.3d 1232, 1239 (11th Cir. 2001). Clearly, no reasonable person could view the Company’s actions as materially adverse. Accordingly, this claim must be dismissed as a matter of law.

² Plaintiff does contend that employees of American Buildings received raises that he did not receive (Complaint ¶ 9). Of course, plaintiff is not an employee of American Buildings and therefore is not similarly situated to any such individual who may have received a raise. Thus, assuming that some American Buildings employees did receive raises, this fact is irrelevant not only to plaintiff’s claims against DSI but to his claims in general.

Conclusion

For the reasons asserted herein, defendant DSI Security Services, Inc. is entitled to judgment as a matter of law on both of the claims plaintiff has asserted against it.

Respectfully Submitted,

/s/ David T. Wiley

David T. Wiley (ASB-4051-Y54D)

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JACKSON LEWIS LLP

Park Place Tower, Suite 650

2001 Park Place North

Birmingham, Alabama 35203

Attorney for Defendant

DSI Security Services, Inc.

CERTIFICATE OF SERVICE

I hereby certify that on August 3, 2007 I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system and that a copy was delivered via First Class U.S. Mail, postage prepaid on the following:

Roger Reeves
B-12 Chattahoochee Court
Eufala, Alabama 36027

/s/ David T. Wiley
Counsel of Record

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION**

ROGER REEVES,)	
)	
Plaintiff,)	Civil Action No.
)	1:07CV616-MHT
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v.)	
)	
DSI SECURITY SERVICES <i>et al.</i> ,)	
)	
Defendants.)	
_____)	

DECLARATION OF EDDIE SORRELLS

My name is Eddie Sorrells. I am an adult male over the age of nineteen years and a United States citizen residing in Dothan, Alabama. I have been employed with DSI Security Services, Inc. ("DSI") since 1991 and I have been the Chief Operating Officer and General Counsel for DSI since 2004. I am under no legal disability and am competent to testify. I am aware that Roger Reeves has filed a lawsuit against DSI and have personal knowledge of the facts and matters set forth herein.

1. DSI, headquartered in Dothan, Alabama, provides contract security services to a variety of industries and businesses throughout the eastern and southern United States.

2. One of DSI's clients is American Buildings, who operate a metal building fabrication plant in Eufala, Alabama.

3. Roger Reeves was hired as a security officer by DSI in 2002 and is assigned to the American Buildings plant in Eufaula.

4. In the judicial Complaint filed by Mr. Reeves, he names Alan Wood as an individual who allegedly engaged in discriminatory conduct. During the times relevant to the claims in Mr. Reeves's lawsuit, Mr. Wood was an Operations Manager for DSI and worked at the Company's headquarters in Dothan. Mr. Reeves also identifies John Howard as an alleged discriminator. Mr. Howard is the plant manager for the American Buildings plant in Eufaula.

5. In accordance with DSI's initial contract with American Buildings, all security officers assigned to the American Buildings plant in Eufaula were paid \$6.00 per hour. Attached as Exhibit 1 is a payment summary for each of the assigned security officers, showing that each was earning \$6.00 per hour. This same summary was shown to Mr. Reeves previously and was made available to the EEOC during its investigation into Mr. Reeves' charge.

6. In December 2006, DSI negotiated a new rate with American Buildings and the hourly rate for all DSI security officers assigned to the Eufala plant was increased to \$6.50 per hour.

I declare under penalty of perjury that the foregoing is accurate and complete, to the best of my knowledge.

s/ Eddie Sorrells

Eddie Sorrells

July 31, 2007

Date

[Original declaration on file with counsel for DSI]

Exhibit 1
to Declaration of Eddie Sorrells

End Date: 12/20/2006

Start Date: 12/14/2006

Payroll Detail By Employee Sort By Service Date

FLOWERS, TIFFNEA

Employee Name: 2430

Date	Tour	Des
1990-01-01	1	1
1990-01-02	1	1
1990-01-03	1	1
1990-01-04	1	1
1990-01-05	1	1
1990-01-06	1	1
1990-01-07	1	1
1990-01-08	1	1
1990-01-09	1	1
1990-01-10	1	1
1990-01-11	1	1
1990-01-12	1	1
1990-01-13	1	1
1990-01-14	1	1
1990-01-15	1	1
1990-01-16	1	1
1990-01-17	1	1
1990-01-18	1	1
1990-01-19	1	1
1990-01-20	1	1
1990-01-21	1	1
1990-01-22	1	1
1990-01-23	1	1
1990-01-24	1	1
1990-01-25	1	1
1990-01-26	1	1
1990-01-27	1	1
1990-01-28	1	1
1990-01-29	1	1
1990-01-30	1	1
1990-01-31	1	1
1990-02-01	1	1
1990-02-02	1	1
1990-02-03	1	1
1990-02-04	1	1
1990-02-05	1	1
1990-02-06	1	1
1990-02-07	1	1
1990-02-08	1	1
1990-02-09	1	1
1990-02-10	1	1
1990-02-11	1	1
1990-02-12	1	1
1990-02-13	1	1
1990-02-14	1	1
1990-02-15	1	1
1990-02-16	1	1
1990-02-17	1	1
1990-02-18	1	1
1990-02-19	1	1
1990-02-20	1	1
1990-02-21	1	1
1990-02-22	1	1
1990-02-23	1	1
1990-02-24	1	1
1990-02-25	1	1
1990-02-26	1	1
1990-02-27	1	1
1990-02-28	1	1
1990-03-01	1	1
1990-03-02	1	1
1990-03-03	1	1
1990-03-04	1	1
1990-03-05	1	1
1990-03-06	1	1
1990-03-07	1	1
1990-03-08	1	1
1990-03-09	1	1
1990-03-10	1	1
1990-03-11	1	1
1990-03-12	1	1
1990-03-13	1	1
1990-03-14	1	1
1990-03-15	1	1
1990-03-16	1	1
1990-03-17	1	1
1990-03-18	1	1
1990-03-19	1	1
1990-03-20	1	1
1990-03-21	1	1
1990-03-22	1	1
1990-03-23	1	1
1990-03-24	1	1
1990-03-25	1	1
1990-03-26	1	1
1990-03-27	1	1
1990-03-28	1	1
1990-03-29	1	1
1990-03-30	1	1
1990-03-31	1	1
1990-04-01	1	1
1990-04-02	1	1
1990-04-03	1	1
1990-04-04	1	1
1990-04-05	1	1
1990-04-06	1	1
1990-04-07	1	1
1990-04-08	1	1
1990-04-09	1	1
1990-04-10	1	1
1990-04-11	1	1
1990-04-12	1	1
1990-04-13	1	1
1990-04-14	1	1
1990-04-15	1	1
1990-04-16	1	1
1990-04-17	1	1
1990-04-18	1	1
1990-04-19	1	1
1990-04-20		

Client	Location	Post
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Hours	Rate	Post	Blended
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Rate	Hours	Rate	Hours
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Hours	Rate	Hours
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Rate	Type	Amt
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12/14/2006	UNIF	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/14/2006	EMP	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/15/2006	UNIF	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/15/2006	EMP	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/15/2006	EMP	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/16/2006	UNIF	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/16/2006	EMP	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/16/2006	EMP	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/17/2006	UNIF	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/17/2006	EMP	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/17/2006	EMP	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/18/2006	UNIF	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER
12/18/2006	EMP	AMERICAN BUILDINGS-AMERICAN BUILDIN	SECURITY OFFICER

Subtotal	Hours	Amount
FLOWERS, TIFFNEA		

Employee Name:		7010 LINGO, VALERIE			
Date	Hour	Des	Client	Location	Post
12/14/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILD	SECURITY OFFICER
12/14/2006	12 00:18 00	UNIF	AMERICAN BUILDINGS	AMERICAN BUILD	SECURITY OFFICER
12/17/2006		ENP	AMERICAN BUILDINGS	AMERICAN BUILD	SECURITY OFFICER
12/17/2006	12 00:18 00	ENP	AMERICAN BUILDINGS	AMERICAN BUILD	SECURITY OFFICER

Subtotal	Hours
LINGO VALERIE	Amount

Employee Name:		3519	REEVES, ROGER		
Date	Time	Des	Client	Location	Post
12/14/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER
12/14/2006	14 00:22 00	EXP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER
12/15/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER
12/15/2006	14 00:22 00	EXP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER
12/18/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER
12/18/2006	14 00:22 00	EXP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER
12/19/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER
12/19/2006	14 00:22 00	EXP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER
12/20/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER
12/20/2006	14 00:22 00	EXP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER

Subtotal	Hours	Amount
REEVES, ROGER		

Employee Name:	1863	WELLS, ETHEL	
Date	Tour	Des	Post
12-14-2006		UNIF	AMERICAN BUILDINGS-AMERICAN BUILDIN
12-14-2006	06 00-06 00	EXP	AMERICAN BUILDINGS-AMERICAN BUILDIN
12-16-2006		UNIF	AMERICAN BUILDINGS-AMERICAN BUILDIN
12-16-2006	06 00-12 00	EXP	AMERICAN BUILDINGS-AMERICAN BUILDIN
12-17-2006		UNIF	AMERICAN BUILDINGS-AMERICAN BUILDIN
12-17-2006	06 00-12 00	EXP	AMERICAN BUILDINGS-AMERICAN BUILDIN
12-18-2006		UNIF	AMERICAN BUILDINGS-AMERICAN BUILDIN

DOTHAN 12/15/2006 9:03:11AM CRITERIA: Division:"DOTHAN" Account Manage

CRITERIA: Division: 'DOTHAN' Account Manager: 'All' Active Status: 'All' Adjustment: 'Include' Database Year: 'Current' Department: '05AB2' ...

12/15/2006 9:03:11AM

Page 1 of 2

DOTHAN

Payroll Detail By Employee Sort By Service Date

Start Date: 12/14/2006

End Date: 12/20/2006

Employee Name: 1863		WELLS, ETHEL																	
Date	Tour	Des	Client	Location	Post	Hours	Rate	Post	Blended	Overtime 1 Hours	Overtime 1 Rate	Overtime 2 Hours	Overtime 2 Rate	Holiday Hours	Holiday Rate	Other/Exempt Hours	Other/Exempt Rate	Differential Type	Amount
12/18/2006	22 00-00 00	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	2.00	\$6.00	\$6.00	6.0000							8.00	\$0.25		
12/19/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6.00	\$6.00	\$6.00	6.0000										
12/19/2006	00 00-06 00	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	2.00	\$6.00	\$6.00	6.0000										
12/19/2006	22 00-00 00	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	2.00	\$6.00	\$6.00	6.0000										
12/20/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6.00	\$6.00	\$6.00	6.0000										
12/20/2006	00 00-06 00	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	2.00	\$6.00	\$6.00	6.0000										
12/20/2006	22 00-00 00	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	2.00	\$6.00	\$6.00	6.0000										
Subtotal						36.00				0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	36.00			TOTAL
WELLS, ETHEL									\$216.00										\$225.00
Subtotal						Hours				Overtime 1	0.00	Overtime 2	0.00	Holiday	0.00	Other	128.00		TOTAL
						Amount			\$768.00		\$0.00		\$0.00		\$0.00		\$32.00		\$800.00
Grand Total						Hours				Overtime 1	0.00	Overtime 2	0.00	Holiday	0.00	Other	128.00		TOTAL
						Amount			\$768.00		\$0.00		\$0.00		\$0.00		\$32.00		\$800.00

DOTHAN

Payroll Detail By Employee Sort By Service Date

Start Date: 11/23/2006

End Date: 11/29/2006

Employee Name: 2430 FLOWERS, TIFFINEA		Client	Location	Post	Hours	Regular Rate	Post	Blended	Overtime 1 Hours	Overtime 1 Rate	Overtime 2 Hours	Overtime 2 Rate	Holiday Hours	Holiday Rate	Other/Exempt Hours	Other/Exempt Rate	Differential Type	Differential Amt	
11/23/2006	UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER															
11/23/2006	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER		\$6.00	\$6.00						2.00	\$9.00	2.00	\$0.25			
11/24/2006	UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER															
11/24/2006	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6.00	\$6.00	\$6.00	6.0000							8.00	\$0.25			
11/24/2006	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	2.00	\$6.00	\$6.00	6.0000											
11/25/2006	UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER															
11/25/2006	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6.00	\$6.00	\$6.00	6.0000							12.00	\$0.25			
11/25/2006	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6.00	\$6.00	\$6.00	6.0000											
11/26/2006	UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER															
11/26/2006	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6.00	\$6.00	\$6.00	6.0000							12.00	\$0.25			
11/26/2006	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6.00	\$6.00	\$6.00	6.0000											
11/27/2006	UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER											6.00	\$0.25			
11/27/2006	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6.00	\$6.00	\$6.00	6.0000											
Subtotal FLOWERS, TIFFINEA					Hours	38.00		\$228.00	0.00	\$0.00	0.00	\$0.00	2.00	\$18.00	40.00	\$10.00		TOTAL	\$256.00

Employee Name: 2263 JONES, DELMAR		Document 15																		
Date	Tour	Des	Client	Location	Post	Regular			Overtime 1		Overtime 2		Holiday		Other/Exempt		Differential			
						Hours	Rate	Post	Blended	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Type	Amt	
11/27/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER															
11/27/2006	06 00-14 00	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	8 00	\$6 00	\$6 00	\$ 99000							8 00	\$0 25			
11/28/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER															
11/28/2006	06 00-14 00	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	8 00	\$6 00	\$6 00	\$ 99000							8 00	\$0 25			
11/29/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER															
11/29/2006	06 00-14 00	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	8 00	\$6 00	\$6 00	\$ 99000							8 00	\$0 25			
Subtotal JONES, DELMAR						Hours	24.00		\$141.60	0.00	\$0.00	0.00	\$0.00	0.00	\$0.00	24.00	\$6.00			TOTAL \$141.60

Employee Name:		7010 LINGO, VALERIE																		
Date	Tour	Des	Client	Location	Post	Hours	Regular Rate	Post	Blended	Overtime 1 Hours	Overtime 1 Rate	Overtime 2 Hours	Overtime 2 Rate	Holiday Hours	Holiday Rate	Other/Exempt Hours	Other/Exempt Rate	Differential Type	Differential Amt	
11/26/2006		UNIF	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER															
11/26/2006	12 00-18 00	EMP	AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6 00	\$6 00	\$6 00	6 0000							6 00	\$0 25			
Subtotal LINGO, VALERIE								6 00		0 00		0 00		0 00		6 00				
						Hours			\$36 00		\$0 00		\$0 00		\$0 00		\$1 50			
						Amount														
						TOTAL														\$37 50

03/2007 Page 7 of 8

Employee Name: 3519 REEVES, ROGER		Des		Client	Location	Post	Regular		Overtime 1		Overtime 2		Holiday		Other/Exempt		Differential
Date	Tour						Hours	Rate	Post	Blended	Hours	Rate	Hours	Rate	Hours	Rate	Type
11/23/2006		UNIF		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER											
11/23/2006	14 00-22 00	EMP		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER		\$6 00	\$6 00				\$0 00	\$9 00	\$ 00	\$0 25	
11/24/2006		UNIF		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER											
11/24/2006	14 00-22 00	EMP		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	8 00	\$6 00	\$6 00	6 0000					8 00	\$0 25	
11/25/2006		UNIF		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER											
11/25/2006	12 00-18 00	EMP		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6 00	\$6 00	\$6 00	6 0000					6 00	\$0 25	
11/27/2006		UNIF		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER											
11/27/2006	14 00-22 00	EMP		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	8 00	\$6 00	\$6 00	6 0000					8 00	\$0 25	
11/28/2006		UNIF		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER											
11/28/2006	14 00-22 00	EMP		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	8 00	\$6 00	\$6 00	6 0000					10 00	\$0 25	
11/28/2006	22 00-00 00	EMP		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	2 00	\$6 00	\$6 00	6 0000							
11/29/2006		UNIF		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER											
11/29/2006	00 00-06 00	EMP		AMERICAN BUILDINGS	AMERICAN BUILDIN	SECURITY OFFICER	6 00	\$6 00	\$6 00	6 0000					14 00	\$0 25	

